

AFFORDABLE HOUSING UNITS DEVELOPMENT AGREEMENT**The Mahdia Villas at the Sedona Rouge Hotel and Spa**

This AFFORDABLE HOUSING DEVELOPMENT AGREEMENT (“Agreement”) for the Mahdia Villas at the Sedona Rouge Hotel and Spa (“Project”) was entered into on this ____ day of _____, 20____, by and between the CITY OF SEDONA (“City”), an Arizona Municipal Corporation and the Sedona Rouge LLC (“Hotel” and/or “Developers” and/or “Owners”), an Arizona limited liability company, concerning the creation of 2 (two) affordable housing units to be constructed on the property located at 2250 West Highway 89A in Sedona, AZ (“Hotel Property”, as legally defined in **Exhibit A**), in relation to the Project located at the adjoining property of 95 Goodrow Road in Sedona, AZ (“Project Property” as legally defined in **Exhibit B**).

The Hotel has negotiated with the City and the parties have agreed that establishment of affordable housing units pursuant to the Housing Policy adopted by the City on December 11, 2007, through Resolution 2007-49, are a valuable community benefit entitling the Hotel to certain project approvals and development rights for the Project proposed on the Project Property as set forth herewith. By its consenting signature hereto, the Hotel agrees to recordation of this Agreement.

1. **Affordable Units.** The hotel agrees to provide two (2) affordable housing units (“Affordable Units”) on the Hotel Property through conversion of two (2) existing hotel guestrooms.
 - a. *Unit distribution and size:* Two (2) Affordable Units will each be a studio apartment with no less than 500 sq. ft. of space. See **Exhibit C** for Sketch of Unit Floor Plans.
 - b. *Interior configuration:* Each Affordable Unit will have a living/sleeping area, storage (clothes) closet, kitchen (including refrigerator, cooktop/oven, sink and storage cabinets), an exterior balcony and a bathroom with shower, sink and water closet. See **Exhibit C** for Sketch of Unit Floor Plans.
 - c. *Tenancy:* The Affordable Units will be rented to persons whose household income does not exceed 80% of the Area Median Income as determined for the county by the United States Department of Housing and Urban Development (“HUD”), and otherwise meet the eligibility criteria specified in the City of Sedona’s adopted Housing Policies. The Affordable Units will be rented to employees of the Hotel, Spa and/or other staff. In the event that there are no qualified persons as such, the Affordable Units will be rented to eligible members of the community at

large selected by application and lottery process as specified in the City of Sedona's adopted Housing Policies.

- d. *Initial occupancy and occupancy upon vacancy:* A Certificate of Occupancy for the Mahdia Villas at the Sedona Rouge Hotel and Spa will not be issued until the Affordable Units are completed and ready for occupancy. The Affordable Units must be rented within three (3) months of completion or any vacancy after the initial occupancy.
- e. *Rent increases:* Rent increases are limited to increases in the Area Median Income as determined for the county by the United States Department of Housing and Urban Development.
- f. *Amenities:* Tenants of the Affordable Units will be provided with one (1) parking space for each unit. Access will also be provided to the hotel pool, restaurant and outdoor areas.
- g. *Design:* The design of all units including the site design will conform to the United States Department of Housing and Urban Development standards, the City of Sedona's Land Development Code and the City of Sedona's Design Review Manual.
- h. *Use restrictions:* The Housing Policy recommends that the maximum number of occupants should be 1-2 persons for a studio apartment. This does not restrict the Hotel from renting one (1) or both of the units to an eligible couple.
- i. *Land use restriction agreement:* The Hotel will record a Land Use Restriction Agreement ("LURA") for the Affordable Units as set forth in **Exhibit D**. The term of the LURA will be fifty (50) years from the date of initial occupancy or for as long as the development remains a lodging development, whichever is longer. The LURA will not apply if the project is not constructed and a certificate of occupancy is not issued.
- j. *Fee waiver:* The City of Sedona agrees that it will not charge review fees, permit fees, building fees, nor development impact fees as stated in Article 8-3 of the City of Sedona Code of Ordinances for the two (2) Affordable Units.
- k. *Conversion:* The two (2) Affordable Units will remain residential rental units and not be converted to condominium, lodging, or any other non-residential use.
- l. *Annual report and income recertification:* The Hotel will submit an annual report to the City of Sedona certifying to the best of its ability and knowledge that the units are being rented in accordance with the Development Agreement and the LURA. The Hotel will recertify the income of tenants each year after initial occupancy and will include such information in the annual report.

2. **Effective Date and Term.** This Agreement will be effective (the “Effective Date”) upon execution by the parties hereto undersigned and recordation in accordance with ARS 9-500.5 (as amended) is completed. The term of this Agreement will commence on the Effective Date and will automatically terminate on the fifth (5th) anniversary of such date if building permits are not obtained. The LURA requirements do not expire with this Development Agreement. This Agreement cannot be changed, amended or altered without the written agreement of both of the undersigned parties, except at renewal period. Either party requesting a change in the Agreement must submit the proposed change in writing a minimum of six (6) months prior to the expiration of the Agreement.
3. **Witness.** In witness whereof, the parties hereto have executed this agreement as of the day and year first written above.

APPROVED AS TO FORM AND AUTHORITY

The foregoing Agreement has been reviewed by the undersigned attorney who has determined that it is in proper form and within the power and authority granted under the laws of the United States of America, the State of Arizona and to the City of Sedona.

Attorney for the City of Sedona

Date

4. **Enactment.** The undersigned herewith make effective this Agreement in its entirety

AGREED AS TO FORM AND AUTHORITY

The Agreement has been reviewed by the undersigned parties agree that it is in proper form and and content.

Mayor of the City of Sedona, an Arizona Municipal Corporation

Date

Authorized Agent of the Sedona Rouge LLC

Date

5. **Attestment.** The undersigned herewith attests to the Agreement.

City Clerk of the City of Sedona, an Arizona Municipal Corporation

Date

Notary Public, Signature and Seal

Date

EXHIBIT A
Legal Description of Hotel Property

A parcel of land situated in the Northwest Quarter of the Southeast Quarter of the Southeast Quarter of Section 11, Township 17 North, Range 5 East of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, more particularly described as follows:

BEGINNING at the Northwest Corner of the Northwest Quarter of the Southeast Quarter of the Southeast Quarter of said Section 11;

Thence South 89 degrees, 44 minutes, 45 seconds East (East rec.) a distances of 310.00 (310 rec.) feet along the North line of Said Northwest quarter of the Southwest quarter of the Southeast quarter of Section 11 to the Northwest corner of the Melton parcel described in Book 976 of Official Records, Page 779 of the Yavapi County Recorder's Office;

Thence South 00 degrees, 16 minutes, 08 seconds East (South rec.) a distance of 303.70 (306.5 rec.) feet along a line parallel with the West line of said Northwest quarter of the Southeast quarter of the Southeast quarter of Section 11 to a 1/2" rebar with plastic cap stamped "LS 14184" (previously set) being the POINT OF BEGINNING;

Thence continuing South 00 degrees, 16 minutes, 08 seconds East, a distance of 2.80 feet to a 1/2" rebar with plastic cap stamped "LS 14184" (previously set);

Thence South 67 degrees, 17 minutes, 15 seconds East (South 67 degrees, 21 minutes East rec.) a distance of 77.70 (77.7 rec.) feet to a 1/2" rebar with plastic cap stamped "LS 14184" (previously set);

Thence South 42 degrees, 23 minutes, 15 seconds East (South 42 degrees, 27 minutes East rec.) a distance of 72.70 (72.7 rec.) feet to a 1/2" rebar with plastic cap stamped "LS 14184" (previously set);

Thence South 24 degrees, 42 minutes, 15 seconds East (South 42 degrees, 27 minutes East rec.) a distance of 166.87 (169.7 rec.) feet to a 1/2" rebar with plastic cap stamped "LS 14184" (previously set);

Thence South 82 degrees, 21 minutes, 45 seconds West (South 82 degrees, 18 minutes West rec.) a distance of 478.25 feet along said right-of-way line to a concrete nail with brass tag stamped "LS-14184" set on the East Line of Rodeo Road per Quitclaim Deed recorded in Book 3567 of Official Records, Page 189;

Thence North 00 degrees, 16 minutes, 08 seconds West (North 00 degrees, 30 minutes West rec.) a distance of 476.58 feet along said East line to a concrete nail with brass tag stamped "LS-14184" (set);

Thence South 89 degrees, 40 minutes, 27 seconds East (east rec.) a distance of 105.00 feet to a 1/2" rebar with plastic cap stamped "LS 14184" (set);

Thence South 00 degrees, 16 minutes, 08 seconds East a distance of 175.17 feet to a 1/2" rebar with plastic cap stamped "LS 14184" (previously set);

Thence North 89 degrees, 43 minutes, 52 seconds East (North 89 degrees, 38 minutes East rec.) a distance of 179.99 (180.75 rec.) feet to the POINT OF BEGINNING;

Basis of Bearings for this description is North 00 degrees, 06 minutes, 00 seconds West (B.L.M.) along the East line of the Southeast quarter of said Section 11

EXHIBIT B
Legal Description of Project Property

A parcel of land situated in the Northwest Quarter of the Southeast Quarter of the Southeast Quarter of Section 11, Township 17 North, Range 5 East of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, more particularly described as follows:

BEGINNING at the Northwest Corner of the Northwest Quarter of the Southeast Quarter of the Southeast Quarter of said Section 11 (as determined by Leroy Gabrielle and shown in Book 15 of Maps and Plats, Page 30), being re-established this survey with a set 5/8 inch rebar with 2 inch aluminum cap stamped "LS 32224" from which a found 1 inch o.d. iron pipe with affixed brass tag stamped "LS 14184" at the locally accepted Northeast corner of the Northwest Quarter of the Southeast Quarter of the Southeast Quarter of said Section 11, bears S 89°37'13" E, a distance of 657.47 feet (BASIS OF BEARINGS FOR THIS DESCRIPTION-BEARING DETERMINED FROM GPS OBSERVATIONS);

thence S 89°37'13" E (East record per Book 2980 of Official Records, Page 122), a distance of 24.34 feet to a set 1/2 inch rebar with aluminum tag stamped "LS 32224";

thence S 89°37'13" E (East record per Book 2980 of Official Records, Page 122), a distance of 285.45 feet to a set 1/2 inch rebar with aluminum tag stamped "LS 32224";

thence S 0°04'32" E (South 306-1/2 feet, record Book 2980 of Official Records, Page 122), a distance of 305.85 feet (South 00°30' East, 306.5 feet, record per Book 15 of Maps and Plats, Page 30) to a set 1/2 inch rebar with aluminum tag stamped "LS 32224";

thence S 89°27'20" W, a distance of 180.55 feet (S 89°38' W, a distance of 180.75 feet, record per Book 3709 of official Records, Page 127) to a set 1/2 inch rebar with aluminum tag stamped "LS 32224" on the east line of the Thrasher Tract;

thence N 0°06'22" W along the east line of the Thrasher Tract, a distance of 177.13 feet to a set 1/2 inch rebar with aluminum tag stamped "LS 32224";

thence N 89°49'16" W along the north line of the Thrasher Tract, a distance of 104.27 feet to a set 1/2 inch rebar with aluminum tag stamped "LS 32224" on the east line of Parcel "B" per Book 17 of Land Surveys, Page 58 (Rodeo Road);

thence N 0°18'25" W along the east line of said Parcel "B", a distance of 128.88 feet to a found 1/2 inch rebar with plastic cap stamped "LS 12218";

thence N 89°33'08" W along the north line of said Parcel 'B', a distance of 24.32 feet to a point on the west line of the Northwest Quarter of the Southeast Quarter of the Southeast Quarter of said Section 11 (as determined by Leroy Gabrielle and shown in Book 15 of Maps and Plats, Page 30);

thence N 0°36'33" W along said west line, a distance of 3.09 feet to POINT 'A' and the POINT OF BEGINNING.

Containing 1.59 acres, more or less.

SUBJECT TO an area of clouded title described as follows:

COMMENCING at the herein above described POINT 'A';

thence S 89°37'13" E (East record per Book 2980 of Official Records, Page 122), a distance of 24.34 feet to a set 1/2 inch rebar with aluminum tag stamped "LS 32224" and the POINT OF BEGINNING;

thence S 89°37'13" E (East record per Book 2980 of Official Records, Page 122), a distance of 285.45 feet to a set 1/2 inch rebar with aluminum tag stamped "LS 32224";

thence S 0°04'32" E, a distance of 3.46 feet;

thence N 89°33'08" W, a distance of 285.44 feet to a found 1/2 inch rebar with plastic cap stamped "LS 12218";

thence N 0°18'25" W, a distance of 3.12 feet to the POINT OF BEGINNING.

Containing 0.02 acres, more or less.

SUBJECT TO an area of clouded title described as follows:

BEGINNING at the hereinabove described POINT 'A';

thence S 89°37'13" E (East record per Book 2980 of Official Records, Page 122), a distance of 24.34 feet to a set 1/2 inch rebar with aluminum tag stamped "LS 32224";

thence S 0°18'25" E, a distance of 3.12 feet;

thence N 89°33'08" W along the north line of said Parcel 'B', a distance of 24.32 feet to a point on the west line of the Northwest Quarter of the Southeast Quarter of the Southeast Quarter of said Section 11 (as determined by Leroy Gabrielle and shown in Book 15 of Maps and Plats, Page 30);

thence N 0°36'33" W along said west line, a distance of 3.09 feet to POINT 'A' and the POINT OF BEGINNING.

EXHIBIT C
Affordable Units Sketch Floor Plans

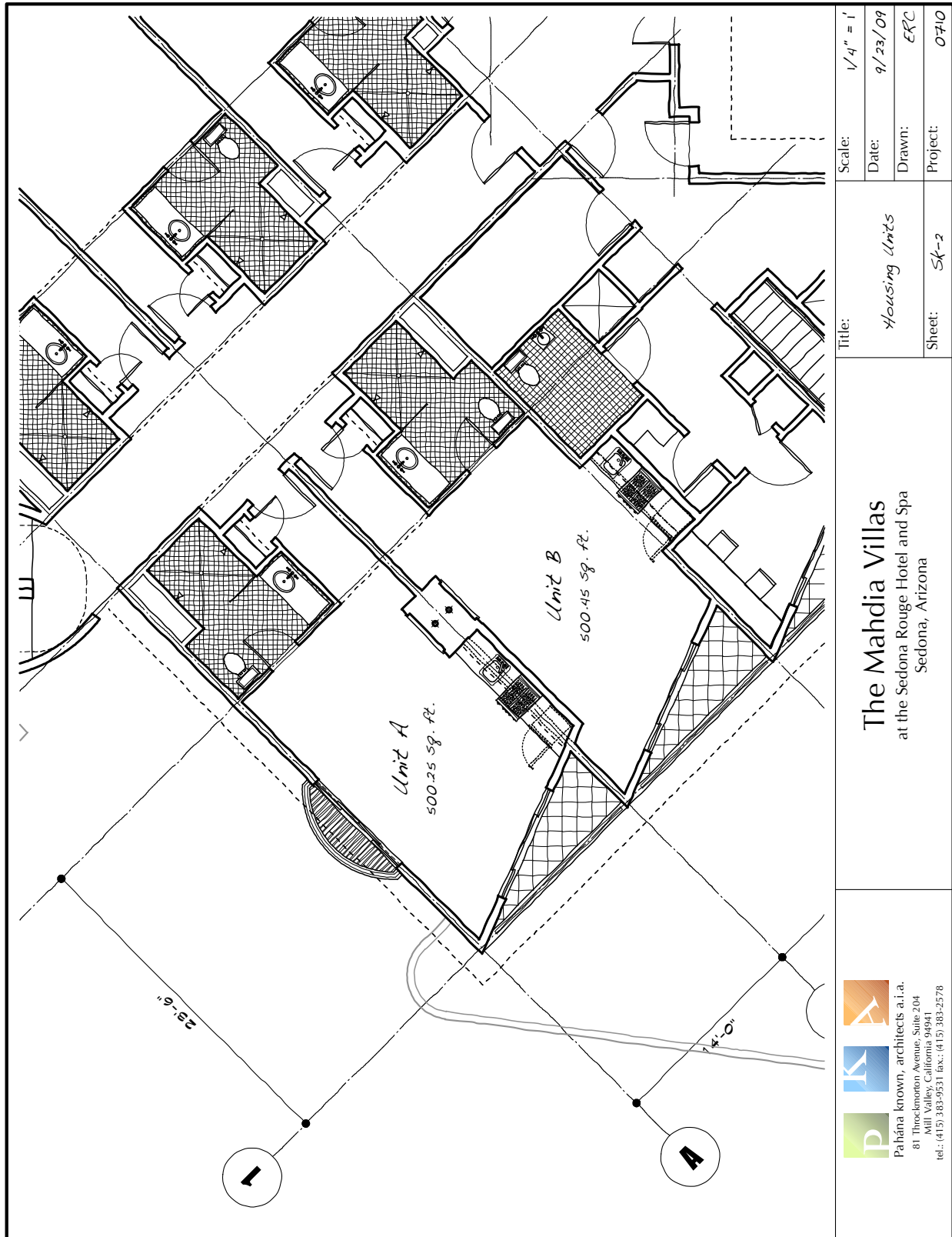


EXHIBIT D
Land Use Restriction Agreement

LAND USE RESTRICTIONS AGREEMENT (LURA)

The Mahdia Villas at the Sedona Rouge Hotel and Spa

This LAND USE RESTRICTIONS AGREEMENT (“LURA”) for the Mahdia Villas at the Sedona Rouge Hotel and Spa (“Project”) was entered into on this ____ day of _____, 20____, by and between the CITY OF SEDONA (“City”), an Arizona Municipal Corporation and the Sedona Rouge LLC (“Hotel” and/or “Developers” and/or “Owners”), an Arizona limited liability company.

RECITALS

The Sedona Rouge Hotel and Spa, LLC (“Owner”) owns the real properties located within the municipal boundaries of the City of Sedona in Yavapi County, Arizona, as indicated on the legal descriptions incorporated herein as **Exhibit A** - the Hotel Property, and **Exhibit B** - the Project Property. The Owner has agreed to the construction of 2 (two) Affordable Housing Units which will be located at the Hotel Property, 2250 West Highway 89A (**Exhibit A**).

The Owner and the City of Sedona have entered into an Affordable Housing Development Agreement dated _____ in which the Owner agreed to a) provide 2 (two) Affordable Housing Units (“Affordable Units”) on the Hotel Property (**Exhibit A**) in conjunction with the construction of 32 lodging units at the Project Property, 95 Goodrow Lane (**Exhibit B**), and b) enter into and record this LURA for the Affordable Units.

NOW, THEREFORE, the Owner and the City of Sedona agree as follows:

1. The Owner makes the following representations and warranties:
 - a. The Owner has the full legal right, power and authority to execute and deliver this LURA and to perform all the undertakings of the Owner hereunder.
 - b. The Owner has good and marketable title to the Properties.
2. The Owner will construct 2 (two) Affordable Housing Units of no less than 500 square feet in size as depicted in **Exhibit C**.
3. During the term of this LURA the Owner will not:
 - a. Demolish or render uninhabitable any portion of the Affordable Housing Units;
 - b. Permit the use of the Affordable Housing Units for any purpose other than rental housing;
 - c. Convert any of the Affordable Housing Units to condominium, lodging or non-residential rental use;
 - d. Execute any other agreement with provisions contradictory to, or in opposition to, the provisions of this LURA or the Affordable Housing Development Agreement.

4. The Owner will maintain the Affordable Housing Units in good condition, make all repairs in a timely fashion, and provide routine maintenance.
5. The Owner will review annual tax returns and/or Social Security 1099 statements to determine gross income for each household member in order to determine income eligibility as specified in the Affordable Housing Development Agreement.
6. The Owner will submit an annual report certifying that the units are being rented in accordance with the Affordable Housing Development Agreement. The report shall include vacancy information for each Affordable Housing Unit for the previous year and the monthly income of each tenant. Tenants whose incomes increase above the income limits after initial occupancy are not required to move, but new tenants must meet eligibility requirements. The Owner will recertify the income of tenants every year after initial occupancy.
7. Rents for the Affordable Housing Units can be adjusted annually using Area Median Income for Yavapi County as determined by the United States Department of Housing and Urban Development ("HUD"). If rents are to be adjusted, tenants will receive written notice of the adjustment at least 60 days before the adjustment is to be implemented.
8. The Owner will maintain the Affordable Housing Units in compliance with this LURA and the Affordable Housing Development Agreement for a period of fifty (50) years from the date of initial occupancy or for as long as the development remains a lodging development, whichever is longer.
9. The provision of this LURA will be binding on all successors and assigns. Prior to the expiration of the LURA, no part of the Properties will be voluntarily transferred by the Owner unless prior thereto or simultaneously therewith the transferee enters into an agreement, in form acceptable to the City of Sedona, assuming all the obligations of the Owner hereunder with respect to the Properties.
10. The City of Sedona or its designee has the authority to inspect, monitor and otherwise ensure continued compliance with the terms of this LURA and the Affordable Housing Development Agreement. The City of Sedona may charge the Owner a fee for compliance monitoring not in excess of the actual costs (manpower and materials) incurred by the city for a 1 (one) hour site visit not more than once every 6 months.
11. The City of Sedona has the right to require corrections to ensure the continued compliance with the terms of this LURA. In the event the Owner does not remedy compliance concerns, the City of Sedona may exercise all rights available to it under Arizona law, including but not limited to notification of all note holders.

APPROVED AS TO FORM AND AUTHORITY

The foregoing Agreement has been reviewed by the undersigned attorney who has determined that it is in proper form and within the power and authority granted under the laws of the United States of America, the State of Arizona and to the City of Sedona.

Attorney for the City of Sedona

Date

AGREED AS TO FORM AND AUTHORITY

The Agreement has been reviewed by the undersigned parties agree that it is in proper form and and content.

Mayor of the City of Sedona, an Arizona Municipal Corporation

Date

Authorized Agent of the Sedona Rouge LLC

Date

ATTESTMENT

The undersigned herewith attests to the Agreement.

City Clerk of the City of Sedona, an Arizona Municipal Corporation

Date

Notary Public, Signature and Seal

Date

EXHIBIT A
Legal Description of Hotel Property

A parcel of land situated in the Northwest Quarter of the Southeast Quarter of the Southeast Quarter of Section 11, Township 17 North, Range 5 East of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, more particularly described as follows:

BEGINNING at the Northwest Corner of the Northwest Quarter of the Southeast Quarter of the Southeast Quarter of said Section 11;

Thence South 89 degrees, 44 minutes, 45 seconds East (East rec.) a distances of 310.00 (310 rec.) feet along the North line of Said Northwest quarter of the Southwest quarter of the Southeast quarter of Section 11 to the Northwest corner of the Melton parcel described in Book 976 of Official Records, Page 779 of the Yavapi County Recorder's Office;

Thence South 00 degrees, 16 minutes, 08 seconds East (South rec.) a distance of 303.70 (306.5 rec.) feet along a line parallel with the West line of said Northwest quarter of the Southeast quarter of the Southeast quarter of Section 11 to a 1/2" rebar with plastic cap stamped "LS 14184" (previously set) being the POINT OF BEGINNING;

Thence continuing South 00 degrees, 16 minutes, 08 seconds East, a distance of 2.80 feet to a 1/2" rebar with plastic cap stamped "LS 14184" (previously set);

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Thence South 82 degrees, 21 minutes, 45 seconds West (South 82 degrees, 18 minutes West rec.) a distance of 478.25 feet along said right-of-way line to a concrete nail with brass tag stamped "LS-14184" set on the East Line of Rodeo Road per Quitclaim Deed recorded in Book 3567 of Official Records, Page 189;

Thence North 00 degrees, 16 minutes, 08 seconds West (North 00 degrees, 30 minutes West rec.) a distance of 476.58 feet along said East line to a concrete nail with brass tag stamped "LS-14184" (set);

Thence South 89 degrees, 40 minutes, 27 seconds East (east rec.) a distance of 105.00 feet to a 1/2" rebar with plastic cap stamped "LS 14184" (set);

Thence South 00 degrees, 16 minutes, 08 seconds East a distance of 175.17 feet to a 1/2" rebar with plastic cap stamped "LS 14184" (previously set);

Thence North 89 degrees, 43 minutes, 52 seconds East (North 89 degrees, 38 minutes East rec.) a distance of 179.99 (180.75 rec.) feet to the POINT OF BEGINNING;

Basis of Bearings for this description is North 00 degrees, 06 minutes, 00 seconds West (B.L.M.) along the East line of the Southeast quarter of said Section 11

EXHIBIT B
Legal Description of Project Property

A parcel of land situated in the Northwest Quarter of the Southeast Quarter of the Southeast Quarter of Section 11, Township 17 North, Range 5 East of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, more particularly described as follows:

BEGINNING at the Northwest Corner of the Northwest Quarter of the Southeast Quarter of the Southeast Quarter of said Section 11 (as determined by Leroy Gabrielle and shown in Book 15 of Maps and Plats, Page 30), being re-established this survey with a set 5/8 inch rebar with 2 inch aluminum cap stamped "LS 32224" from which a found 1 inch o.d. iron pipe with affixed brass tag stamped "LS 14184" at the locally accepted Northeast corner of the Northwest Quarter of the Southeast Quarter of the Southeast Quarter of said Section 11, bears S 89°37'13" E, a distance of 657.47 feet (BASIS OF BEARINGS FOR THIS DESCRIPTION-BEARING DETERMINED FROM GPS OBSERVATIONS);

thence S 89°37'13" E (East record per Book 2980 of Official Records, Page 122), a distance of 24.34 feet to a set 1/2 inch rebar with aluminum tag stamped "LS 32224";

thence S 89°37'13" E (East record per Book 2980 of Official Records, Page 122), a distance of 285.45 feet to a set 1/2 inch rebar with aluminum tag stamped "LS 32224";

thence S 0°04'32" E (South 306-1/2 feet, record Book 2980 of Official Records, Page 122), a distance of 305.85 feet (South 00°30' East, 306.5 feet, record per Book 15 of Maps and Plats, Page 30) to a set 1/2 inch rebar with aluminum tag stamped "LS 32224";

thence S 89°27'20" W, a distance of 180.55 feet (S 89°38' W, a distance of 180.75 feet, record per Book 3709 of official Records, Page 127) to a set 1/2 inch rebar with aluminum tag stamped "LS 32224" on the east line of the Thrasher Tract;

thence N 0°06'22" W along the east line of the Thrasher Tract, a distance of 177.13 feet to a set 1/2 inch rebar with aluminum tag stamped "LS 32224";

thence N 89°49'16" W along the north line of the Thrasher Tract, a distance of 104.27 feet to a set 1/2 inch rebar with aluminum tag stamped "LS 32224" on the east line of Parcel "B" per Book 17 of Land Surveys, Page 58 (Rodeo Road);

thence N 0°18'25" W along the east line of said Parcel "B", a distance of 128.88 feet to a found 1/2 inch rebar with plastic cap stamped "LS 12218";

thence N 89°33'08" W along the north line of said Parcel 'B', a distance of 24.32 feet to a point on the west line of the Northwest Quarter of the Southeast Quarter of the Southeast Quarter of said Section 11 (as determined by Leroy Gabrielle and shown in Book 15 of Maps and Plats, Page 30);

thence N 0°36'33" W along said west line, a distance of 3.09 feet to POINT 'A' and the POINT OF BEGINNING.

Containing 1.59 acres, more or less.

SUBJECT TO an area of clouded title described as follows:

COMMENCING at the herein above described POINT 'A';

thence S 89°37'13" E (East record per Book 2980 of Official Records, Page 122), a distance of 24.34 feet to a set 1/2 inch rebar with aluminum tag stamped "LS 32224" and the POINT OF BEGINNING;

thence S 89°37'13" E (East record per Book 2980 of Official Records, Page 122), a distance of 285.45 feet to a set 1/2 inch rebar with aluminum tag stamped "LS 32224";

thence S 0°04'32" E, a distance of 3.46 feet;

thence N 89°33'08" W, a distance of 285.44 feet to a found 1/2 inch rebar with plastic cap stamped "LS 12218";

thence N 0°18'25" W, a distance of 3.12 feet to the POINT OF BEGINNING.

Containing 0.02 acres, more or less.

SUBJECT TO an area of clouded title described as follows:

BEGINNING at the hereinabove described POINT 'A';

thence S 89°37'13" E (East record per Book 2980 of Official Records, Page 122), a distance of 24.34 feet to a set 1/2 inch rebar with aluminum tag stamped "LS 32224";

thence S 0°18'25" E, a distance of 3.12 feet;

thence N 89°33'08" W along the north line of said Parcel 'B', a distance of 24.32 feet to a point on the west line of the Northwest Quarter of the Southeast Quarter of the Southeast Quarter of said Section 11 (as determined by Leroy Gabrielle and shown in Book 15 of Maps and Plats, Page 30);

thence N 0°36'33" W along said west line, a distance of 3.09 feet to POINT 'A' and the POINT OF BEGINNING.

EXHIBIT C
Affordable Units Sketch Floor Plans

